

ENTERED

December 06, 2023

Nathan Ochsner, Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION**HUDSON INSURANCE COMPANY,
"Plaintiff,"

v.

BLAMAR TRUCKING, INC., et al.,
"Defendants."§
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Civil Action No. 1:22-cv-00096

FINAL JUDGMENT

Plaintiff sued Defendants 28 U.S.C. § 2201, *et seq.*, for a declaration of its rights and duties to Defendants under Hudson Insurance Co. Commercial Lines Policy No. MBC10048502 ("Policy"). Defendant BlaMar Trucking, Inc. ("BlaMar") counterclaimed and crossclaimed under 28 U.S.C. § 2201, *et seq.*, for a declaration of the employment relationship between Defendant BlaMar and Defendants Antonio G. Villareal Lozano ("Villareal") and Esequiel Ybarra ("Ybarra"). On October 16, 2023, this Court held a bench trial. Upon due consideration of the entire record, including the evidence, the testimony of witnesses, and the parties' arguments, the Court rules as follows:

Final judgment is entered in favor of Plaintiff. The Court finds that (1) Defendant Villareal was a 49 C.F.R. § 390.5 employee of Defendant BlaMar at the time of the accident; (2) the Policy's employee exclusion applies to Defendant Villareal in Defendant Ybarra's Underlying Lawsuit; (3) Defendant Ybarra was a 49 C.F.R. § 390.5 employee of Defendant Villareal; (4) the Policy's fellow employee exclusion applies to Defendant Ybarra; (5) Plaintiff owes no duty to defend Defendants BlaMar or Villareal in the Underlying Lawsuit; (6) and Plaintiff owes no duty to indemnify any part of a settlement or judgment related to the Underlying Lawsuit.

Signed on this 6th day of December, 2023.

Rolando Olvera
United States District Judge